

Item: 75098

AG Contract No. KR03-0166TRN
ADOT ECS File No. JPA 02-177
Project: TEA 206--(016)A
TRACS No. 191 CH 24 H4942 01D, 01C
Section: US 191 – Elfrida Multi-Use Path

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

THIS AGREEMENT is entered into May 13th, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COUNTY OF COCHISE, acting by and through its DIRECTOR, FLOOD PLAIN ADMINISTRATOR, HIGHWAY & FLOODPLAIN DEPARTMENT and BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 11-952 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. It is to the mutual advantage of the State and the County to construct a pedestrian pathway from MP 25.5 to MP 24 along US 191 in Elfrida and installation of landscaping and irrigation in the business district only, hereafter known as the "Project", estimated at \$730,579.00.

NO. 25993
Filed with the Secretary of State
Date Filed: 05/13/03

Janice K. Brewer
Secretary of State

By: Darryl Greenewold

The work embraced by this agreement and the estimated costs are as follows:

Design TRACS No. 191 CH 24 H4942 01D

Estimated Design Cost	\$115,939.00
Estimated Federal Aid Funds @ 94.3%	\$109,330.48
Estimated State Funds @ 5.7%	\$ 6,608.52

Construction TRACS No. 191 CH 24 H4942 01D

Estimated Construction Cost	\$614,640.00
Estimated Federal Aid Funds @ 94.3%	\$579,605.52
Estimated State Funds @ 5.7%	\$ 35,034.48

Estimated Total State Funds for Design and Construction	\$ 41,643.00
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THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare plans, specifications and an estimated cost for the Project. Submit them to the County for concurrence.

b. After the County concurs with the plans, the Project will be constructed by the State, using State and Federal Funds.

2. The County will:

a. Arrange to have furnished and installed in its name necessary water services from water mains to the designated locations within the right-of-way. The County will also provide an electrical point of connection to the Project area.

b. Furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at County expense.

c. Provide for, at its own costs and as an annual item in its budget, proper maintenance of the Project, including all of the Project components.

d. At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, the County shall maintain the landscaping including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

e. Agree to maintain the landscaping, maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices. This includes keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project.

f. Not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

g. Allow free public access to the Project improvements during normal business hours.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one(1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty(60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the County, the State shall in no way be obligated to maintain said landscaping.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007
FAX: 602-712-7424

Cochise County
Board of Supervisors
1415 W. Melody Lane, Building B
Bisbee, AZ 85603

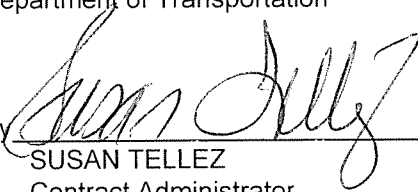
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCHISE COUNTY, ARIZONA

By 
PAT CALL
Chairman of the Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

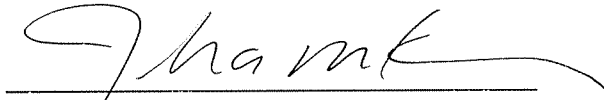
ATTEST:

By 
NADINE PARKHURST
Clerk of the Board

APPROVAL OF THE COCHISE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCHISE COUNTY, declare this agreement to in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 10th day of April, 2003.


Attorney

Board of Supervisors



Patrick Call
Chairman,
District 1

Paul Newman
District 2

Leslie E. Thompson
District 3

Jody N. Klein
County Administrator

Nadine Parkhurst
Clerk

RESOLUTION NUMBER 03- 20

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF THE ELFRIDA MULTI-USE PATH

WHEREAS, the citizens of Elfrida have made a commitment to improve their community through the development of a landscaped, multiple-use path way along U.S. Highway 191 in Elfrida, and

WHEREAS, the State of Arizona has agreed to provide funding for this project and to assume the responsibility for the design and construction of these improvements; and

WHEREAS, pursuant to this Agreement, the County of Cochise will be legally responsible for the maintenance of these improvements during the term of this Agreement, and

WHEREAS, various citizens and groups in the Elfrida area have made commitments to assist the County by providing services and resources for the maintenance of this project, to limit any burdens that this project may impose on the County; and

WHEREAS, it is in the best interests of all the citizens of this County for the County to cooperate and assist, in the manner proposed, in these significant improvements for this area of Cochise County,

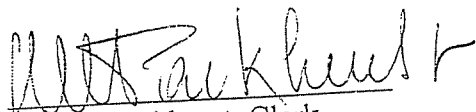
NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors of Cochise County does hereby approve the Intergovernmental Agreement with the Arizona Department of Transportation for the Elfrida Multi-Use Path on U.S. 191, AG Contract No. KR03-0166TRN, and authorizes the Chairman to sign this Agreement.

PASSED, APPROVED AND ADOPTED by the Cochise County Board of Supervisors, this 23 day of April, 2003.

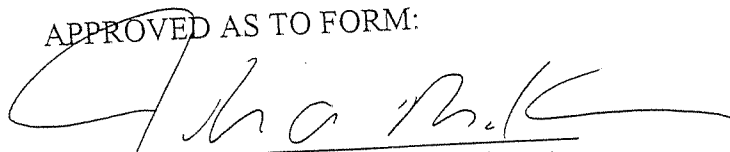
Patrick Call, Chairman
Cochise County Board of Supervisors

RESOLUTION NO. 03- 20

ATTEST:


Nadine Parkhurst, Clerk

APPROVED AS TO FORM:


John A. MacKinnon, Chief Civil Deputy
County Attorney

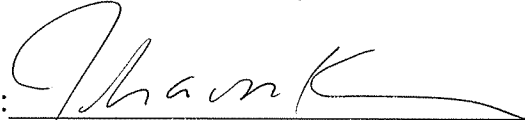
INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement with the Arizona Department of Transportation for the Construction and Maintenance of the Elfrida Multi-Use Path

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

Approved as to form this 10th day of April, 2003.

CHRIS M. ROLL
Cochise County Attorney

By: 
Deputy County Attorney

In accordance with A.R.S. § 11-952 this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified below.

This ____ day of _____, 2003.

By: _____
Public Agency Legal Counsel

Name of Public Bod(ies)



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8859


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0166TRN (JPA 02-177), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED May 6, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.